

Prepared by:

Sheppard Mullin Richter & Hampton LLP
2200 Ross Avenue, 24th Floor
Dallas, Texas 75201
File No. 39AV-272337

NEW OWNER/SEND TAX BILL TO:

CoreCivic, Inc.
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Book/Page:

GI 11403 / 692

Instrument: 2018071800148

Map/Parcel No.:

138J-A-002.31

9 Page ASSIGNMENT

Recorded by KML on 7/18/2018 at 3:04 PM

After Recording Return to:

First American Title Insurance Company
National Commercial Services
1850 K Street NW, Suite 1050
Washington, D.C. 20006
Attn: Joshua Slan, Esq.

Property Address:

2150 Stein Drive
Chattanooga, Tennessee 37421

Data Processing Fee	\$2.00
Misc Recording Fee	\$45.00
eFile Fee	\$2.00

(X) IMPROVED () UNIMPROVED

TOTAL FEES

\$49.00

State of Tennessee Hamilton County
Register of Deeds
Electronically Recorded by Simplifile

PAM HURST

TRUE LEASE NO SECURITY INTEREST

ASSIGNMENT AND ASSUMPTION OF LEASEHOLD INTEREST

STATE OF TENNESSEE §
 §
COUNTY OF HAMILTON §

THIS ASSIGNMENT AND ASSUMPTION OF LEASEHOLD INTEREST (this "Assignment") is made and entered into by and between **2150 Stein Drive Holdings, LLC**, a Maryland limited liability company, whose mailing address is c/o CWC Capital Asset Management LLC, 7501 Wisconsin Avenue, Suite 500 West, Bethesda, Maryland 20814 (the "Assignor") and **CoreCivic, Inc.**, a Maryland corporation, whose mailing address is 10 Burton Hills Boulevard, Nashville, Tennessee 37215 (the "Assignee").

WITNESSETH:

WHEREAS, James Edward Curtis, Trustee of the James Edward Curtis Revocable Marital Deduction Trust under trust document dated September 9, 1988, and James Edward Curtis, Trustee of the Carolyn Jane Curtis Revocable Marital Deduction Trust under trust document dated September 9, 1988, (collectively, the "**Ground Lessor**") owns fee simple interest to the real property described in and

pursuant to that certain Quitclaim Deed dated May 26, 2004 and recorded June 11, 2004, in Book GI 7163, Page 561 of the Register's Office for Hamilton County, Tennessee;

WHEREAS, the Ground Lessor, as landlord, leased to Curtis Investments – Chattanooga, LLC, an Arkansas limited liability company, as tenant, certain real property pursuant to that certain Ground Lease Agreement dated April 1, 2004 (the “**Ground Lease**”);

WHEREAS, the Ground Lease was assigned to Chattanooga DHS, LLC, a Michigan limited liability company (“**Assignor’s Predecessor**”), as successor-in-interest to Curtis Investments – Chattanooga, LLC, as tenant, pursuant to that certain Assignment of Ground Lease dated March 2, 2007 and recorded May 23, 2007 in Book GI 8347, Page 640 of the Register's Office for Hamilton County, Tennessee, and disclosed in that certain Memorandum of Ground Lease recorded on May 23, 2007 in Book GI 8347, Page 634 of the Register's Office for Hamilton County, Tennessee, and amended by that certain Ground Lease Estoppel and Amendment dated March 2, 2007 and recorded on May 23, 2007, in Book GI 8347, Page 647 of the Register's Office for Hamilton County, Tennessee;

WHEREAS, Assignor's Predecessor did execute and deliver to Countrywide Commercial Real Estate Finance, Inc., that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated March 2, 2007 and recorded on May 23, 2007, in Book GI 8347, Page 670 of the Register's Office for Hamilton County, Tennessee (the “**Deed of Trust**”). The Deed of Trust was finally granted, assigned and transferred to U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of ML-CFC Commercial Mortgage Trust 2007-6, Commercial Mortgage Pass-Through Certificates, Series 2007-6, recorded on April 20, 2009 in Book GI 8905, Page 133 of the Register's Office for Hamilton County, Tennessee;

WHEREAS, by Substitute Trustee's Conveyance of Leasehold Interested recorded on December 12, 2013, at Book GI 10119, Page 930 of the Register's Office for Hamilton County, Tennessee, Assignor acquired title to that certain leasehold interest under the Ground Lease;

WHEREAS, the Ground Lease concerns that certain parcel of land located in Hamilton County, Tennessee, having a street address of 2150 Stein Drive, Chattanooga, Tennessee 37421, commonly known as the “**Chattanooga INS Office**”, and being more fully described in Exhibit A, attached hereto and incorporated herein, including any improvements situated thereon, together with any and all easements, covenants and other rights appurtenant to such real property as limited and described by the Ground Lease;

WHEREAS, Assignee has purchased all right, title and interest of the Assignor in the Ground Lease (the “**Leasehold Interest**”) by and through that certain Purchase and Sale Agreement with an Effective Date of June 21, 2018, together with all improvements situated on the real property, together with any and all easements, covenants and other rights appurtenant to such real property, as described more particularly in the Ground Lease (collectively, the “**Property**”); and

WHEREAS, Assignor has agreed to assign its interest in the Ground Lease to Assignee and Assignee has agreed to assume Assignor's rights, duties and obligations under the Ground Lease, subject to the terms and conditions hereof.

AGREEMENT:

NOW, THEREFORE, for and in consideration the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Leasehold Interest and the improvements constructed on the Property, to have and to hold such interest unto Assignee, its successors and assigns forever, subject to and upon the terms and conditions set forth herein.

2. Assignee hereby accepts the aforesaid assignment and hereby assumes the performance of all of the duties, obligations, covenants, terms and conditions of the Lessee under the Ground Lease.

3. Assignee hereby agrees to indemnify and hold harmless Assignor from and against any liability or claim of liability with respect to matters, obligations, actions, leases, omissions, transactions or occurrences arising in connection with the Leasehold Interest, the Property, or the Ground Lease.

4. Assignor does hereby bind itself and its successors to warrant and forever defend all and singular the Leasehold Interest unto Assignee, Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Assignor, but not otherwise; provided, however that this conveyance is made by Assignor and accepted by Assignee subject and subordinate to: (a) all of the title exceptions listed on **Exhibit B** attached hereto and incorporated herein and affecting the Property; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

5. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. ASSIGNEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND ASSIGNOR EXPRESSLY DISCLAIMS, AND ASSIGNEE ACKNOWLEDGES AND ACCEPTS THAT ASSIGNOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY; AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY ASSIGNEE'S ACCEPTANCE OF THIS ASSIGNMENT, ASSIGNEE REPRESENTS THAT ASSIGNEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY ASSIGNEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES

WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

6. This Assignment shall be binding upon and inure to the benefit of the personal representatives, successors, and assigns of the parties hereto.

[Signature Pages Follow]

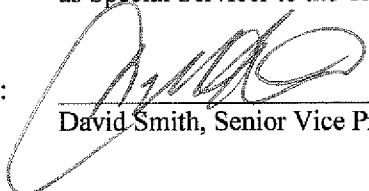
EXECUTED AND DELIVERED, to be effective as of the 17th day of July, 2018.

ASSIGNOR:

2150 Stein Drive Holdings, LLC,
a Maryland limited liability company

By: U.S. Bank National Association, as Trustee for
the Registered Holders of ML-CFC Commercial
Mortgage Trust 2007-6, Commercial Mortgage
Pass-Through Certificates, Series 2007-6 (the
"Trust"), its Sole Member/Manager

By: CWCapital Asset Management LLC, a Delaware
limited liability company, solely in its capacity
as Special Servicer to the Trust

By: 
David Smith, Senior Vice President

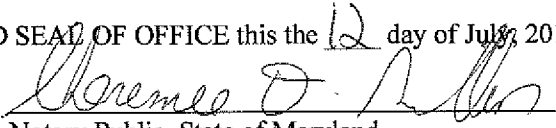
STATE OF MARYLAND

§
§
§

COUNTY OF MONTGOMERY

BEFORE ME, personally appeared, David Smith, a Senior Vice President of CWCapital Asset Management LLC, the special servicer to U.S. Bank National Association, as Trustee for the Registered Holders of ML-CFC Commercial Mortgage Trust 2007-6, Commercial Mortgage Pass-Through Certificates, Series 2007-6, the Sole Member/Manager of 2150 Stein Drive Holdings, LLC, a Maryland limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of July, 2018.


Notary Public, State of Maryland

My Commission Expires: _____



EXECUTED AND DELIVERED, to be effective as of the 17th day of July, 2018.

ASSIGNEE:

CoreCivic, Inc.,
a Maryland corporation

By: [Signature]
Name: Lucibeth Mayberry
Title: Executive Vice President, Real Estate

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF Davidson

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§
§

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Lucibeth Mayberry with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged himself/herself/themselves to be the Executive VP-Real Estate of CoreCivic, Inc., a Maryland corporation, and that as such Lucibeth Mayberry being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation.

Witness my hand and official seal at office at 4:09 PM on this the 12th day of July, 2018.

[Signature]
Notary Public

Commission expires: 10/29/2019

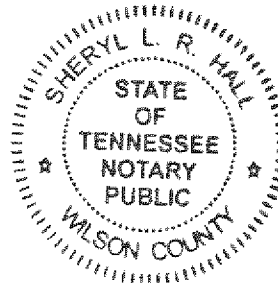


Exhibit A
Legal Description

LAND IN HAMILTON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE, BEING LOT TWENTY-B (20-B), STEIN'S FARM SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 73, PAGE 152, IN THE REGISTER'S OFFICE, HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

TRACT 2:

EASEMENT BENEFITTING TRACT 1 UNDER THAT CERTAIN PRIVATE DRIVEWAY EASEMENT AND USE AGREEMENT OF RECORD IN BOOK 5966, PAGE 109, AS RE-RECORDED IN BOOK 6028, PAGE 174, IN THE REGISTER'S OFFICE, HAMILTON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO JAMES EDWARD CURTIS, TRUSTEE OF THE JAMES EDWARD CURTIS REVOCABLE MARITAL DEDUCTION TRUST U/T/D SEPTEMBER 9, 1988, AND CAROLYN JANE CURTIS, TRUSTEE OF THE CAROLYN JANE CURTIS REVOCABLE MARITAL DEDUCTION TRUST U/T/D SEPTEMBER 9, 1988, BY DEED FROM JOE PREBUL, OF RECORD IN BOOK 7163, PAGE 561, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.


ALSO BEING THE SAME PROPERTY LEASED TO CHATTANOOGA DHS, LLC, AS EVIDENCED BY MEMORANDUM OF GROUND LEASE OF RECORD IN BOOK 8347, PAGE 634; THE LEASEHOLD INTEREST BEING SUBSEQUENTLY CONVEYED BY SUBSTITUTE TRUSTEE TO 2150 STEIN DRIVE HOLDINGS, LLC IN BOOK 10119, PAGE 930, AS CORRECTED BY SCRIVENER'S AFFIDAVIT IN BOOK 10720, PAGE 854, ALL IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

Exhibit B
Permitted Exceptions

1. All matters shown on plat of record in Plat Book 73, Page 152, in the Register's Office of Hamilton County, Tennessee.
2. Terms and provisions of Private Driveway Easement and Use Agreement, by and between Joe Prebul and Chattanooga Kidney Centers, LLC, of record in Book 5966, Page 109; as re-recorded in Book 6028, Page 174, in the Register's Office of Hamilton County, Tennessee.
3. Easement from Gilbert T. Stein, Frank Douglass Stein, June H. Stein, Carol Ann Dietzen Stein, and J. William Dietzen to City of Chattanooga, Tennessee, of record in Book 3766, Page 474, in the Register's Office of Hamilton County, Tennessee.
4. Terms and provisions of unrecorded lease, as evidenced by Memorandum of Ground Lease by and between James Edward Curtis, Trustee of the James Edward Curtis Revocable Marital Deduction Trust Under Trust Document Dated September 9, 1988, and James Edward Curtis, Trustee of the Carolyn Jane Curtis Revocable Marital Deduction Trust Under Trust Document Dated September 9, 1988, and Chattanooga DHS, LLC, of record in Book 8347, Page 634; as conveyed to 2150 Stein Drive Holdings, LLC by Substitute Trustee's Conveyance of Leasehold Interest in Book 10119, Page 930, as corrected by Scrivener's Affidavit in Book 10720 Page 854, in the Register's Office of Hamilton County, Tennessee.
5. Terms and provisions of Assignment of Ground Lease, by and between Curtis Investments - Chattanooga, LLC and Chattanooga DHS, LLC, of record in Book 8347, Page 640, in the Register's Office of Hamilton County, Tennessee.
6. Terms and provisions of Ground Lease Estoppel and Amendment, by and among Countrywide Commercial Real Estate Finance, Inc.; Rubicon Capital America LLC; James Edward Curtis, Trustee of the James Edward Curtis Revocable Marital Deduction Trust Under Trust Document Dated September 9, 1988; James Edward Curtis, Trustee of the Carolyn Jane Curtis Revocable Marital Deduction Trust Under Trust Document Dated September 9, 1988; and Chattanooga DHS, LLC, of record in Book 8347, Page 647, in the Register's Office of Hamilton County, Tennessee.

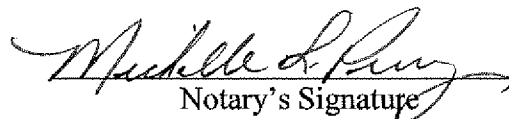
True Copy Certification

I, Joshua Slan, do hereby make oath that I am a
Licensed attorney and/or the custodian of the electronic version of the attached document
tendered for registration herewith and that this is a true and correct copy of the original
document executed and authenticated according to law.


Signature

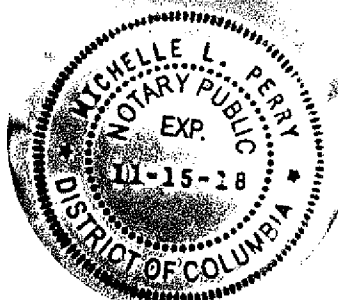
State of District of Columbia

Personally appeared before me, Michelle Perry, a notary public for this county and
state, Joshua Slan who acknowledges that this certification of an electronic document is
true and correct and whose signature I have witnessed.


Notary's Signature

My Commission Expires: 11/15/18
Notary' Seal (if on paper)

MICHELLE L. PERRY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 15, 2018



OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or insured by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to Insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnesses, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to;
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionIf a notice, describing any part of the land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors rights laws; or
 - (b) because the instrument of transfer vesting title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impact notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

(b) (6)

Details of Changes

(b) (6)

Jeffrey S. Robinson
Secretary

Fatic-526

ALTA Owner's Policy (06/17/06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those retaining to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

- (a) created, suffered, assumed, or agreed by the Insured Claimant;
- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer to any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITIONS OF TERMS.

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes:

- (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impact constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d),

under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgement of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE.

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION.

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with

"Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title Affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS.

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the insured as those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company to this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATIONS OF LIABILITY.

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM.

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Attention: Claims Department, 1 First American Way, Santa Ana, California 92707, or to the office which issued this policy.

SCHEDULE A

First American Title Insurance Company

Name and Address of the issuing Title Insurance Company:

First American Title Insurance Company
1850 K Street NW, Suite 1050
Washington, DC 20006

File No.: **NCS-536207-11C-DC72**

Policy No.: **NCS-536207-11C (O)**

Amount of Insurance: **(b) (4)**

Date of Policy: July 18, 2018

1. Name of Insured:

CoreCivic, Inc., a Maryland corporation

2. The estate or interest in the Land that is insured by this policy is:

Leasehold as to Tract 1 and Easement as to Tract 2

3. Title is vested in:

CoreCivic, Inc., a Maryland corporation by virtue of that certain Assignment and Assumption of Leasehold Interest from 2150 Stein Drive Holdings, LLC, dated July 17, 2018 and recorded July 18, 2018 in Book 11403, Page 692.

4. The Land referred to in this policy is described as follows:

See Schedule A attached hereto and made a part hereof

SCHEDULE A (Continued)

File No.: **NCS-536207-11C-DC72**

Policy No.: **NCS-536207-11C (O)**

LAND IN HAMILTON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE, BEING LOT TWENTY-B (20-B), STEIN'S FARM SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 73, PAGE 152, IN THE REGISTER'S OFFICE, HAMILTON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

TRACT 2:

EASEMENT BENEFITING TRACT 1 UNDER THAT CERTAIN PRIVATE DRIVEWAY EASEMENT AND USE AGREEMENT OF RECORD IN BOOK 5966, PAGE 109, AS RE-RECORDED IN BOOK 6028, PAGE 174, IN THE REGISTER'S OFFICE, HAMILTON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO JAMES EDWARD CURTIS, TRUSTEE OF THE JAMES EDWARD CURTIS REVOCABLE MARITAL DEDUCTION TRUST U/T/D SEPTEMBER 9, 1988, AND CAROLYN JANE CURTIS, TRUSTEE OF THE CAROLYN JANE CURTIS REVOCABLE MARITAL DEDUCTION TRUST U/T/D SEPTEMBER 9, 1988, BY DEED FROM JOE PREBUL, OF RECORD IN BOOK 7163, PAGE 561, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

ALSO BEING THE SAME PROPERTY LEASED TO CHATTANOOGA DHS, LLC, AS EVIDENCED BY MEMORANDUM OF GROUND LEASE OF RECORD IN BOOK 8347, PAGE 634; THE LEASEHOLD INTEREST BEING SUBSEQUENTLY CONVEYED BY SUBSTITUTE TRUSTEE TO 2150 STEIN DRIVE HOLDINGS, LLC IN BOOK 10119, PAGE 930, AS CORRECTED BY SCRIVENER'S AFFIDAVIT IN BOOK 10720, PAGE 854, ALL IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

SCHEDULE B

File No.: **NCS-536207-11C-DC72**

Policy No.: **NCS-536207-11C (O)**

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

End Schedule B - Part I

1. Any mineral or mineral rights leased, granted or retained by current or prior owners.
2. No insurance is afforded as to the acreage or square footage contained in the insured property.
3. Taxes and assessments for the year 2018 and subsequent years, not yet due and payable.
4. All matters shown on plat of record in Plat Book 73, Page 152, in the Register's Office of Hamilton County, Tennessee.
5. Terms and provisions of Private Driveway Easement and Use Agreement, by and between Joe Prebul and Chattanooga Kidney Centers, LLC, of record in Book 5966, Page 109; as re-recorded in Book 6028, Page 174, in the Register's Office of Hamilton County, Tennessee.
6. Easement from Gilbert T. Stein, Frank Douglass Stein, June H. Stein, Carol Ann Dietzen Stein, and J. William Dietzen to City of Chattanooga, Tennessee, of record in Book 3766, Page 474, in the Register's Office of Hamilton County, Tennessee.
7. Terms and provisions of unrecorded lease, as evidenced by Memorandum of Ground Lease by and between James Edward Curtis, Trustee of the James Edward Curtis Revocable Marital Deduction Trust Under Trust Document Dated September 9, 1988, and James Edward Curtis, Trustee of the Carolyn Jane Curtis Revocable Marital Deduction Trust Under Trust Document Dated September 9, 1988, and Chattanooga DHS, LLC, of record in Book 8347, Page 634; as conveyed to 2150 Stein Drive Holdings, LLC by Substitute Trustee's Conveyance of Leasehold Interest in Book 10119, Page 930, as corrected by Scrivener's Affidavit in Book 10720 Page 854, in the Register's Office of Hamilton County, Tennessee.
8. Terms and provisions of Assignment of Ground Lease, by and between Curtis Investments - Chattanooga, LLC and Chattanooga DHS, LLC, of record in Book 8347, Page 640, in the Register's Office of Hamilton County, Tennessee.
9. Terms and provisions of Ground Lease Estoppel and Amendment, by and among Countrywide Commercial Real Estate Finance, Inc.; Rubicon Capital America LLC; James Edward Curtis, Trustee of the James Edward Curtis Revocable Marital Deduction Trust Under Trust Document Dated September 9, 1988; James Edward Curtis, Trustee of the Carolyn Jane Curtis Revocable Marital Deduction Trust Under Trust Document Dated September 9, 1988; and Chattanooga DHS, LLC, of record in Book 8347, Page 647, in the Register's Office of Hamilton County, Tennessee.
10. Terms and provisions of Substitute Trustee's Conveyance of Leasehold Interest, by and between Rachel K. Powell, Substitute Trustee and 2150 Stein Drive Holdings, LLC, of record in Book 10119, Page 930, in the Register's Office of Hamilton County, Tennessee.

11. Terms and provisions of Assignment and Assumption of Leasehold Interest, by and between 2150 Stein Drive Holdings, LLC and CoreCivic, Inc., a Maryland corporation, of record in Book 11403, Page 692, in the Register's Office of Hamilton County, Tennessee.
12. Rights of tenants, as tenants only, under unrecorded leases, as shown on the attached rent roll.
13. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey, subsequent to November 30, 2015.

End Schedule B - Part II

End of Schedule B



First American

**LEASEHOLD - OWNER'S POLICY
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-11C (O)

File No.: NCS-536207-11C-DC72

1. As used in this endorsement, the following terms shall mean:
 - a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case, as a result of a matter covered by this policy.
 - b. "Lease": the lease agreement described in Schedule A.
 - c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.
 - d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
 - e. "Personal Property": property, in which and to the extent the Insured has rights, located on or affixed to the Land on or after Date of Policy that by law does not constitute real property because (i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.
 - f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted.
 - g. "Tenant Leasehold Improvements": Those improvements, in which and to the extent the Insured has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Insured's expense or in which the Insured has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured:

If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction of the Insured, then, as to that portion of the Land from which the

Insured is Evicted, that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:

If the Insured is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or Section 8 (a)(ii) of the Conditions:

- a. The reasonable cost of (i) removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv) restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction.
- b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.
- c. The amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.
- d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
- e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
- f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.
- g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and

engineering services, construction management services, environmental testing and reviews, and landscaping.

4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees or expenses) resulting from environmental damage or contamination.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 18, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary

By:

Authorized Countersignature



First American

**INDIRECT ACCESS AND
ENTRY ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-11C (O)

File No.: NCS-536207-11C-DC72

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the easement identified as Tract 2 in Schedule A (the "Easement") does not provide that portion of the Land identified as Tract 1 in Schedule A both actual vehicular and pedestrian access to and from Stein Drive (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Easement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 18, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

UTILITY ACCESS ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-11C (O)

File No.: NCS-536207-11C-DC72

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services: **[CHECK ALL THAT APPLY]**

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Water service | <input checked="" type="checkbox"/> Natural gas service | <input checked="" type="checkbox"/> Telephone service |
| <input checked="" type="checkbox"/> Electrical power service | <input checked="" type="checkbox"/> Sanitary sewer | <input checked="" type="checkbox"/> Storm water drainage |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements; or
- (3) a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 18, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

**SINGLE TAX PARCEL
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-11C (O)

File No.: NCS-536207-11C-DC72

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 18, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

**CONTIGUITY - MULTIPLE
PARCELS ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-11C (O)

File No.: NCS-536207-11C-DC72

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of Tract 1 of the Land to be contiguous to Tract 2 along their common boundary; or
2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 18, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

LOCATION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-11C (O)

File No.: NCS-536207-11C-DC72

The Company insures against loss or damage sustained by the Insured by reason of the failure of a
1 story commercial building

known as 2150 Stein Drive, Chattanooga, TN,

to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 18, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

SAME AS SURVEY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-11C (O)

File No.: NCS-536207-11C-DC72

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Smoky Mountain Land Surveying Co., Inc. dated November 30, 2015, and designated Job No. 201503748-11.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 18, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary

Form 50-10059 (7-1-14)	Page 16 of 26	ALTA 25-06 Same as Survey (10-16-08) CLTA 116.1-06 (10-16-08)
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First American

SUBDIVISION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-11C (O)

File No.: NCS-536207-11C-DC72

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 18, 2018

First American Title Insurance Company



(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

**ENCROACHMENTS - BOUNDARIES AND EASEMENTS
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-11C (O)

File No.: NCS-536207-11C-DC72

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means an existing building, located on either the Land or adjoining land at Date of Policy and that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
 - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
 - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
 - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the encroachments listed as Exceptions 11 of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous

endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 18, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

**MINERALS AND OTHER SUBSURFACE
SUBSTANCES - BUILDINGS ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-11C (O)

File No.: NCS-536207-11C-DC72

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means a building on the Land at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. contamination, explosion, fire, vibration, fracturing, earthquake or subsidence; or
 - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substance.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 18, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

**COVENANTS, CONDITIONS AND RESTRICTIONS -
IMPROVED LAND - OWNER'S POLICY ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-11C (O)

File No.: NCS-536207-11C-DC72

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
 - c. except as provided in Section 3.c, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous

endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 18, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary

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First American

**DELETION OF ARBITRATION - ALTA OWNER'S POLICY
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-11C (O)

File No.: NCS-536207-11C-DC72

1. The policy is hereby amended by deleting Paragraph 14 from the Conditions of the policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 18, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

POLICY AUTHENTICATION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-11C (O)

File No.: NCS-536207-11C-DC72

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 18, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or insured by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to;
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionIf a notice, describing any part of the land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors rights laws; or
 - (b) because the instrument of transfer vesting title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impact notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

(b) (6)

President

(b) (6)

Jeffrey S. Robinson
Secretary

Fatic-526

ALTA Owner's Policy (06/17/06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those retaining to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer to any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITIONS OF TERMS.

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The insured named in Schedule A.

(i) The term "Insured" also includes (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C) and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impact constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d),

under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgement of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE.

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS.

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT.

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION.

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with

"Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title Affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS.

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS.

(a) Upon written request by the insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the insured as those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company to this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY.

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM.

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Attention: Claims Department, 1 First American Way, Santa Ana, California 92707, or to the office which issued this policy.

SCHEDULE A

First American Title Insurance Company

Name and Address of the issuing Title Insurance Company:

First American Title Insurance Company
1850 K Street NW, Suite 1050
Washington, DC 20006

File No.: **NCS-536207-02A-DC72**

Policy No.: **NCS-536207-02A (O)**

Amount of Insurance: **(b) (4)**

Date of Policy: July 20, 2018

1. Name of Insured:
CoreCivic, Inc., a Maryland corporation
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
CoreCivic, Inc., a Maryland corporation
4. The Land referred to in this policy is described as follows:

See Schedule A attached hereto and made a part hereof

SCHEDULE A (Continued)

File No.: **NCS-536207-02A-DC72**

Policy No.: **NCS-536207-02A (O)**

LAND IN KNOX COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

SITUATED IN DISTRICT NO. SIX (6) OF KNOX COUNTY, TENNESSEE, WITHIN THE 47TH WARD OF THE CITY OF KNOXVILLE, TENNESSEE, AND BEING KNOWN AND DESIGNATED AS LOT 3R, REVISED FINAL PLAT OF CORPORATE SQUARE #2, AS SHOWN ON THE PLAT OF THE SAME OF RECORD IN PLAT CABINET N, SLIDE 359-D, REGISTER'S OFFICE, KNOX COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD SET IN THE NORTHERN RIGHT-OF-WAY LINE OF PROSPERITY DRIVE, COMMON CORNER WITH MIKE AND HARB MUBARAK (LOT 2R), SAID POINT BEING NORTH 56 DEG. 39 MIN. 15 SEC. WEST, 50.0 FEET FROM A PK NAIL FOUND IN THE CENTER OF THE CUL-DE-SAC; THENCE ALONG THE SAID RIGHT-OF-WAY LINE, 43.01 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08 DEG. 42 MIN. 01 SEC. WEST, 41.70 FEET TO AN IRON ROD SET; THENCE SOUTH 16 DEG. 03 MIN. 37 SEC. EAST, 50.00 FEET TO A POINT, COMMON CORNER WITH MARK E AND GINA D EVANS (LOT 4); THENCE ALONG THE COMMON LINE WITH EVANS, SOUTH 73 DEG. 49 MIN. 06 SEC. WEST, 132.01 FEET TO AN IRON ROD FOUND, COMMON CORNER WITH IT CORPORATION; THENCE LEAVING THE COMMON LINE WITH EVANS, ALONG THE COMMON LINE WITH IT CORPORATION, NORTH 15 DEG. 22 MIN. 34 SEC. WEST, 290.19 FEET TO AN IRON ROD FOUND; THENCE NORTH 73 DEG. 57 MIN. 12 SEC. EAST, 148.29 FEET TO AN IRON ROD FOUND COMMON WITH MIKE AND HARB MUBARAK (LOT 2R); THENCE ALONG THE COMMON LINE OF MUBARAK, SOUTH 15 DEG. 24 MIN. 45 SEC. EAST, 202.00 FEET TO THE POINT OF BEGINNING, AS SHOWN ON SURVEY PREPARED BY PAUL E. BROWN, TENNESSEE RLS #1881 OF BARGE, WAGGONER, SUMNER & CANNON, SUITE 2400, FIRST TENNESSEE PLAZA, KNOXVILLE, TN 37929, DATED AUGUST 28, 2002, LAST REVISED OCTOBER 30, 2002 AND BEARING FILE #29136-00.

BEING THE SAME PROPERTY CONVEYED TO 324 PROSPERITY DRIVE HOLDINGS, LLC, A MARYLAND LIMITED LIABILITY COMPANY, BY SUBSTITUTE TRUSTEE'S DEED OF RECORD IN INSTRUMENT NO. 201312120036636, IN THE REGISTER'S OFFICE OF KNOX COUNTY, TENNESSEE.

SCHEDULE B

File No.: **NCS-536207-02A-DC72**

Policy No.: **NCS-536207-02A (O)**

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

End Schedule B - Part I

1. Any mineral or mineral rights leased, granted or retained by current or prior owners.
2. No insurance is afforded as to the acreage or square footage contained in the insured property.
3. Taxes and assessments for the year 2018 and subsequent years, not yet due and payable.
4. All matters shown on plats of record in Plat Cabinet N, Slide 359D; Plat Cabinet N, Slide 122A; and Plat Cabinet N, Slide 261B, in the Register's Office of Knox County, Tennessee.
5. This item has been intentionally deleted.
6. Rights of tenants, as tenants only, under unrecorded leases, as shown on the attached rent roll.
7. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey, subsequent to December 2, 2015.

End of Schedule B



First American

**ACCESS AND ENTRY
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-02A (O)

File No.: NCS-536207-02A-DC72

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from Prosperity Drive (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 20, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

UTILITY ACCESS ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-02A (O)

File No.: NCS-536207-02A-DC72

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services: **[CHECK ALL THAT APPLY]**

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Water service | <input checked="" type="checkbox"/> Natural gas service | <input checked="" type="checkbox"/> Telephone service |
| <input checked="" type="checkbox"/> Electrical power service | <input checked="" type="checkbox"/> Sanitary sewer | <input checked="" type="checkbox"/> Storm water drainage |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements; or
- (3) a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 20, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

**SINGLE TAX PARCEL
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-02A (O)

File No.: NCS-536207-02A-DC72

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 20, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

**CONTIGUITY - MULTIPLE
PARCELS ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-02A (O)

File No.: NCS-536207-02A-DC72

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the Land described in Schedule A to be contiguous along its common boundary; or
2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 20, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

LOCATION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-02A (O)

File No.: NCS-536207-02A-DC72

The Company insures against loss or damage sustained by the Insured by reason of the failure of a
1 story commercial building

known as 324 Prosperity Drive, Knoxville, TN,

to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 20, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

SAME AS SURVEY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-02A (O)

File No.: NCS-536207-02A-DC72

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Smoky Mountain Land Surveying Co., Inc. dated November 30, 2015, last revised December 2, 2015, and designated Job No. 201503748-2.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 20, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary

Form 50-10059 (7-1-14)	Page 12 of 22	ALTA 25-06 Same as Survey (10-16-08) CLTA 116.1-06 (10-16-08)
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First American

SUBDIVISION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-02A (O)

File No.: NCS-536207-02A-DC72

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 20, 2018

First American Title Insurance Company



(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

**ENCROACHMENTS - BOUNDARIES AND EASEMENTS
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-02A (O)

File No.: NCS-536207-02A-DC72

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means an existing building, located on either the Land or adjoining land at Date of Policy and that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
 - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
 - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
 - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the encroachments listed as Exceptions 7 of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous

endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 20, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

**MINERALS AND OTHER SUBSURFACE
SUBSTANCES - BUILDINGS ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-02A (O)

File No.: NCS-536207-02A-DC72

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means a building on the Land at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. contamination, explosion, fire, vibration, fracturing, earthquake or subsidence; or
 - b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substance.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 20, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

**COVENANTS, CONDITIONS AND RESTRICTIONS -
IMPROVED LAND - OWNER'S POLICY ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-02A (O)

File No.: NCS-536207-02A-DC72

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
 - c. except as provided in Section 3.c, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous

endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 20, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American

POLICY AUTHENTICATION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-536207-02A (O)

File No.: NCS-536207-02A-DC72

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date: July 20, 2018

First American Title Insurance Company

(b) (6)

Dennis J. Gilmore
President

(b) (6)

Jeffrey S. Robinson
Secretary



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Sherry Witt
Register of Deeds
Knox County

119KA-003
COUNTERSIGNED
KNOX COUNTY PROPERTY ASSESSOR

JUL 20 2018

BY JOHN R. WHITEHEAD

Prepared by:

Sheppard Mullin Richter & Hampton LLP
2200 Ross Avenue, 24th Floor
Dallas, Texas 75201
File No. 39AV-272337

NEW OWNER/SEND TAX BILL TO:

CoreCivic, Inc.
10 Burton Hills Boulevard
Nashville, Tennessee 37215

Map/Parcel No.:

119K-A-003

After Recording Return to:

First American Title Insurance Company
National Commercial Services
1850 K Street NW, Suite 1050
Washington, D.C. 20006
Attn: Joshua Slan
NCS-536 207-02A-Dc72

Property Address:

324 Prosperity Drive
Knoxville, Tennessee 37923

(X) IMPROVED () UNIMPROVED

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§
COUNTY OF KNOX §

324 Prosperity Drive Holdings, LLC, a Maryland limited liability company ("Grantor"), whose mailing address is c/o CWCapital Asset Management LLC, 7501 Wisconsin Avenue, Suite 500 West Bethesda, Maryland 20814, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged from CoreCivic, Inc., a Maryland corporation ("Grantee"), whose mailing address is 10 Burton Hills Boulevard, Nashville, Tennessee 37215, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following described property:

- (i) That certain real property in Knox County, Tennessee, which is described on **Exhibit A** attached hereto and incorporated herein by reference (the "Land");
- (ii) All buildings, structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "Improvements"); and
- (iii) All appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to all development and utility rights and permits benefiting the Land and all streets,

alleys, rights-of-way, or easements adjacent to or benefiting the Land, and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to herein collectively as the "Appurtenances").

The Land, Improvements and Appurtenances are collectively referred to herein as the "Property".

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters affecting the Property, as listed in Exhibit B, attached hereto and incorporated herein; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY; AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

[Signature Page Follows]

EXECUTED AND DELIVERED, to be effective as of the 17th day of July, 2018.

GRANTOR:

324 Prosperity Drive Holdings, LLC,
a Maryland limited liability company

By: U.S. Bank National Association, as Trustee for
the Registered Holders of ML-CFC Commercial
Mortgage Trust 2007-6, Commercial Mortgage
Pass-Through Certificates, Series 2007-6 (the
"Trust"), its Sole Member/Manager

By: CWCapital Asset Management LLC, a Delaware
limited liability company, solely in its capacity
as Special Servicer to the Trust

By: 
David Smith, Senior Vice President

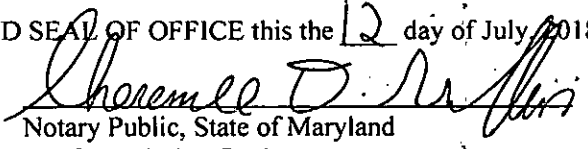
STATE OF MARYLAND

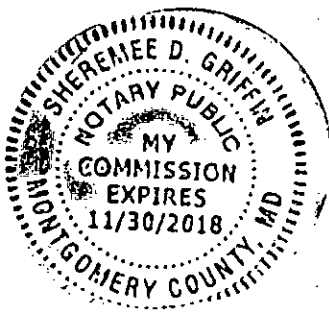
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COUNTY OF MONTGOMERY

BEFORE ME, personally appeared, David Smith, a Senior Vice President of CWCapital Asset Management LLC, the special servicer to U.S. Bank National Association, as Trustee for the Registered Holders of ML-CFC Commercial Mortgage Trust 2007-6, Commercial Mortgage Pass-Through Certificates, Series 2007-6, the Sole Member/Manager of 324 Prosperity Drive Holdings, LLC, a Maryland limited liability company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of July, 2018.


Notary Public, State of Maryland
My Commission Expires: _____



Page: 3 OF 6

201807200004218

AFFIDAVIT OF VALUE

STATE OF TENNESSEE

COUNTY OF Knox

§
§
§

I hereby swear or affirm that to the best of Affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is Three Hundred Sixty Thousand and No/100 U.S. Dollars (\$360,000.00).

Shirley Mayberry
AFFIANT

SUBSCRIBED AND SWORN TO before me this 12th day of July, 2018,



Sheryl R. Hall
NOTARY PUBLIC

My Commission Expires: 10/29/2019

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201807200004218

Exhibit A
Legal Description

LAND IN KNOX COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

SITUATED IN DISTRICT NO. SIX (6) OF KNOX COUNTY, TENNESSEE, WITHIN THE 47TH WARD OF THE CITY OF KNOXVILLE, TENNESSEE, AND BEING KNOWN AND DESIGNATED AS LOT 3R, REVISED FINAL PLAT OF CORPORATE SQUARE #2, AS SHOWN ON THE PLAT OF THE SAME OF RECORD IN PLAT CABINET N, SLIDE 359-D, REGISTER'S OFFICE, KNOX COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD SET IN THE NORTHERN RIGHT-OF-WAY LINE OF PROSPERITY DRIVE, COMMON CORNER WITH MIKE AND HARB MUBARAK (LOT 2R), SAID POINT BEING NORTH 56 DEG. 39 MIN. 15 SEC. WEST, 50.0 FEET FROM A PK NAIL FOUND IN THE CENTER OF THE CUL-DE-SAC; THENCE ALONG THE SAID RIGHT-OF-WAY LINE, 43.01 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 08 DEG. 42 MIN. 01 SEC. WEST, 41.70 FEET TO AN IRON ROD SET; THENCE SOUTH 16 DEG. 03 MIN. 37 SEC. EAST, 50.00 FEET TO A POINT, COMMON CORNER WITH MARK E AND GINA D EVANS (LOT 4); THENCE ALONG THE COMMON LINE WITH EVANS, SOUTH 73 DEG. 49 MIN. 06 SEC. WEST, 132.01 FEET TO AN IRON ROD FOUND, COMMON CORNER WITH IT CORPORATION; THENCE LEAVING THE COMMON LINE WITH EVANS, ALONG THE COMMON LINE WITH IT CORPORATION, NORTH 15 DEG. 22 MIN. 34 SEC. WEST, 290.19 FEET TO AN IRON ROD FOUND; THENCE NORTH 73 DEG. 57 MIN. 12 SEC. EAST, 148.29 FEET TO AN IRON ROD FOUND COMMON WITH MIKE AND HARB MUBARAK (LOT 2R); THENCE ALONG THE COMMON LINE OF MUBARAK, SOUTH 15 DEG. 24 MIN. 45 SEC. EAST, 202.00 FEET TO THE POINT OF BEGINNING, AS SHOWN ON SURVEY PREPARED BY PAUL E. BROWN, TENNESSEE RLS #1881 OF BARGE, WAGGONER, SUMNER & CANNON, SUITE 2400, FIRST TENNESSEE PLAZA, KNOXVILLE, TN 37929, DATED AUGUST 28, 2002, LAST REVISED OCTOBER 30, 2002 AND BEARING FILE #29136-00.

BEING THE SAME PROPERTY CONVEYED TO 324 PROSPERITY DRIVE HOLDINGS, LLC, A MARYLAND LIMITED LIABILITY COMPANY, BY SUBSTITUTE TRUSTEE'S DEED OF RECORD IN INSTRUMENT NO. 201312120036636, IN THE REGISTER'S OFFICE OF KNOX COUNTY, TENNESSEE.


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201807200004218

Exhibit B
Permitted Exceptions

1. All matters shown on plats of record in Plat Cabinet N, Slide 359D; Plat Cabinet N, Slide 122A; and Plat Cabinet N, Slide 261B, in the Register's Office of Knox County, Tennessee.

